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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/698,502	10/27/2000	Nereida Maria Menendez	285277-00018	6442
7590	05/11/2004		EXAMINER	
Kirk D. Houser Eckert Seamans Cherin & Mellott, LLC 44th Floor 600 Grant Street Pittsburgh, PA 15219			VIG, NARESH	
			ART UNIT	PAPER NUMBER
			3629	
			DATE MAILED: 05/11/2004	

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>	
	09/698,502	MENENDEZ ET AL.	
	<b>Examiner</b> Naresh Vig	<b>Art Unit</b> 3629	<i>M.W.</i>

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

1) Responsive to communication(s) filed on 22 January 2004.

2a) This action is **FINAL**.                                    2b) This action is non-final.

3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

4) Claim(s) 1-18 is/are pending in the application.

4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.

5) Claim(s) \_\_\_\_\_ is/are allowed.

6) Claim(s) 1-18 is/are rejected.

7) Claim(s) \_\_\_\_\_ is/are objected to.

8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

9) The specification is objected to by the Examiner.

10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a) All    b) Some \* c) None of:

1. Certified copies of the priority documents have been received.

2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.

3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

1) Notice of References Cited (PTO-892)

2) Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_.

4) Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_.

5) Notice of Informal Patent Application (PTO-152)

6) Other: \_\_\_\_\_.

## DETAILED ACTION

This is in reference to response received on 22 January 2004 to the office action mailed on 21 October 2003. There are 18 claims, claims 1 – 18 pending for examination.

### ***Response to Arguments***

In response to applicant's argument that Prior art disclosures on the Internet or on an on-line database are considered to be publicly available **as of the date the item was publicly posted**. If the publication does not include a publication date (or retrieval date), it **cannot be relied upon as prior art** under 35 U.S.C. 102(a) or (b) ....

Examiners may ask the Scientific and Technical Information Center to find the earliest date of publication. See MPEP § 901.06(a), paragraph IV. G. The applicable date of the web pages are the dates in the address field which is in YYYYMMDD format. The pages relied upon in the office actions are the pages which were archived by www.archive.org.

In response to applicant's argument that Examiner does not deal with the refined recital in Claim 1 of storing an electronic rental agreement based upon an accepted rental proposal. Applicant has used "rental agreement" in the application, but, Applicant has not described rental agreement. Examiner reads rental agreement as an

arrangement between parties regarding a course of action; a covenant. Also, applicant discloses on page 2, lines 30 – 31 “that it is further known to online-enter a reservation based upon a pre-existing master rental agreement, in order to bypass a rental counter at a rental facility”. Hertz discloses completing and storing the electronic rental agreement based upon the accepted rental proposal without completing a handwritten rental agreement (see item 14 on page 33, customer confirms any penalties associated with reservation).

In response to applicant's argument that there is no agreement (i.e., contract) in Hertz-11, Avis adds nothing to Hertz-II in this regard. However, on page 33, item 14, Hertz teaches to have a penalty clause which is presented to the customer prior to confirmation step. Therefore, it is inherent / obvious that there is an agreement between Hertz and customer for the acceptance of penalty clause.

In response to applicant's argument that Coutts et al., which discloses an automated teller machine system, has nothing to do with any electronic rental agreement, reservation-related information or rental-related information, and adds nothing to Hertz-11 and Avis to render Claim 1 unpatentable. However, Coutts et al. teaches the idea that a transaction can be performed by a customer directly with the system without the help of the business staff, and, the transaction data can be stored for use at a later time for analysis and predictions to determine customer's selection.

In response to applicant's argument that the reference kioskcom.com, which discloses airport kiosks to make air, hotel and car rental reservations, adds nothing to Hertz-11 and Avis to render Claims 1 and/or 12 unpatentable. However, on paragraph 2, Kioskcom.com discloses that customer can make car rental reservations. When there is a reservation with penalty clause, both parties Hertz and customer have to have an agreement at the time of reservation to accept the penalty clause.

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

Claims 1 – 5, 10 – 12, 14 – 16 and 18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as Avis.

Regarding claim 1, Applicant has not described rental agreement. Examiner reads rental agreement as an arrangement between parties regarding a course of action; a covenant. Hertz discloses interactive rates and reservation system. Hertz

discloses that now you (user) can check the latest Hertz rates and instantly make, modify (user can retrieve previously stored reservation to make modification), or, cancel (user can retrieve previously stored reservation to cancel) reservation on-line [page 17].

Hertz discloses entering reservation-related information and rental-related information for an item [page 62] without employing a master rental agreement [Page 66].

Hertz discloses providing a reservation for item based upon reservation-related information [Page 67 - 68].

Hertz discloses creating and displaying a rental proposal based upon reservation and said rental-related information [page 67 – 68].

Hertz discloses electronically accepting said rental proposal [page 68].

Hertz does not disclose storing the electronic rental agreement based upon said accepted rental proposal. However, Hertz discloses that customers can modify or cancel reservations [pages 17]. Hertz requires customer name and confirmation number to retrieve the reservation information. Official notice is taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that Hertz system and method stores the reservation information to retrieve it at a later time to allow customer to make modifications or cancel the reservation. Avis discloses storing rental information. Avis disclose to retrieve rental information base upon the reservation number [page 13]. Therefore, it is would have been obvious at the time of invention was made to one of ordinary skill in the art to modify Hertz as taught by Avis and store

information for retrieval at a later time to reduce reservation personnel cost by automating the reservation cancellation and modification process.

Regarding claim 2, Hertz discloses entering rental-related information without employing a master rental agreement [pages 62 and 67].

Regarding claim 3, Hertz discloses manually entering rental-related information online [pages 18 – 21, 62].

Regarding claim 4, Hertz discloses you can use some or all of the information contained in your rental profile (entering at least some of rental-related information from a master rental agreement) [page 17].

Hertz discloses allowing customers to modify information from the master rental agreement for rental without modifying the master rental agreement [pages 17, 21].

Regarding claim 5, Hertz discloses entering at least one of a member identification and a user name to identify master rental agreement [page 21].

Regarding claim 10, Hertz discloses sending a message to a Hertz file system responsive to said accepting step to indicate that a user has accepted said rental proposal ("Reserve" on page 68].

Regarding claim 11, Hertz discloses storing a unique transaction in the database system for said accepted rental proposal (Hertz teaches capability of retrieving reservation information from their system. It is inherent / obvious that Hertz stores the reservation information on a memory / file system in their system for later retrieval) [page 22].

Regarding claim 12, applicant acknowledges that at the client system 26, the customer clicks on an "I accept" button on a web page, which, in turn, is stored by the mainframe 66 as an electronic signature. Hertz discloses "Reserve" button on web page. It is inherent / obvious that Hertz stores a flag along with unique transaction in the database system that the accepted rental proposal is electronically signed (Hertz asks customers to secure the reservation using a credit card, and, asks the customers to cancel the reservation if they do no need it, i.e. customer has rented the vehicle unless it is cancelled by the customer [page 67, 68].

Regarding claim 14, Hertz discloses:

Employing rental options (car type and class) in rental related information [page 24]. Also, Hertz discloses to offer optional options like insurance coverage to customers [page 67].

Accepting or declining at least some of rental options [page 66].

Storing plurality of flags corresponding to rental options to signify rental options that a user has accepted or declined (user can accept or decline options by clicking on the selection button (flags) [page 66], and, rental information can be retrieved by the customer at a later time)

Regarding claim 15, Hertz discloses:

Retrieving the stored flags (customers can retrieve their reservation to make changes) [page 22].

Determining whether the user accepted or declined rental options based upon the retrieved stored flags (it is inherent / obvious that Hertz determines what options user has selected to allow users to make changes to their reservations) [page 22].

Regarding claim 16, Hertz discloses electronically accepting rental proposal at a client system [pages 67 – 68].

Regarding claim 18, Applicant has not described rental agreement. Examiner reads rental agreement as an arrangement between parties regarding a course of action; a covenant. Hertz discloses completing and storing the electronic rental agreement based upon the accepted rental proposal without completing a handwritten rental agreement (see item 14 on page 33, customer confirms any penalties associated with reservation).

Claims 6 – 9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as Avis and further in view of Coutts et al. US Patent 5,389,773 hereinafter known as Coutts.

Regarding claim 6, Hertz discloses:

Entering information for an identification of a user [page 21]. (Hertz discloses to maintain information on user, and Hertz discloses that the information stored on the system can be for making reservations [page 17]).

Hertz in view of Avis does not disclose to maintain history of rental information (information related to information offered by applicant) from prior rentals by a customer

(customer's past transactions on the system). However, Coutts discloses a self-service system (customer making transaction directly with the system). Coutts teaches storing record in the system, representing previous transactions by that user. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view on Avis as taught by Coutts to use the historical data for predicting customer requirements.

Hertz in view of Avis does not disclose entering at least some of rental-related information from the history based upon information from an identification of a user without employing a master rental agreement. However, Hertz teaches customers can use some or all information contained in customers rental profile. Coutts teaches entering at least some of rental-related information from the history based upon information from an identification of a user without employing a master rental agreement (employs a technique in which aspects of each user's previous behaviour and requirements in self-service transactions are recorded and are then used to predict what that user's probable requirements will be in future transactions). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by Coutts to increase the speed of operation in carrying out the rental reservation transaction.

Art Unit: 3629

Regarding claim 7, Hertz discloses employing a driver's license as said identification of a user (renters must possess a valid driver's license and be subject to driver's license verification) [page 9].

Regarding claim 8, applicant has not disclosed "provisionally". Examiner reads provisionally as information on a form or display which can be modified by the customer. Hertz discloses:

Entering information for an identification of a user [page 21]. (Hertz discloses to maintain information on user, and Hertz discloses that the information stored on the system can be for making reservations [page 17]).

Hertz does not disclose to maintain history of rental information (information related to information offered by applicant) from prior rentals by a customer (customer's past transactions on the system). However, Coutts discloses a self-service system (customer making transaction directly with the system). Coutts teaches storing record in the system, representing previous transactions by that user. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by Coutts to use the historical data for predicting customer requirements.

Hertz in view of Avis does not disclose provisionally entering at least some of rental-related information from the history based upon information from an identification of a user without employing a master rental agreement. However, Hertz teaches customers can use some or all information contained in customers rental profile [page

Art Unit: 3629

17], and also, customer can make changes to reservations [page 22]. Coutts teaches entering at least some of rental-related information from the history based upon information from an identification of a user without employing a master rental agreement (employs a technique in which aspects of each user's previous behaviour and requirements in self-service transactions are recorded and are then used to predict what that user's probable requirements will be in future transactions). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by Coutts to increase the speed of operation in carrying out the rental reservation transaction.

Regarding claim 9, Hertz teaches that customer make modify at least some of said provisionally entered at least some of said rental-related information from the history (customer can make changes to the reservation [page 22]).

Claims 13 and 17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as Avis and further in view of an article "Dollar Rent A Car Introduces DOLLAR® TRAVEL CENTER At Key Airport Locations, Customers Obtain

Free Travel Information At Interactive Kiosks" from KioskCom.com hereinafter known as KioskCom.

Regarding claim 13, Hertz does not disclose using kiosks. KioskCom discloses the Dollar Rent A Car introduced the "DOLLAR® TRAVEL CENTER," an interactive kiosk providing helpful travel information for its customers at Atlanta, Ft. Lauderdale, Miami, Las Vegas and Los Angeles airports. The kiosks are conveniently located at the DOLLAR pickup and return areas at each airport. By touch, customers can make air, hotel and DOLLAR car rental reservations; obtain U.S. weather forecasts, driving directions and event information; access personal Web-based e-mail accounts, as well as receive free Internet access and view the top headline news of the day, all at the interactive kiosk. Therefore, it would have been obvious to a person with ordinary skill in the art to modify Hertz in view of Avis as taught by KioskCom and use kiosks to provide point of sales at locations convenient to customers.

Regarding claim 17, Hertz does not disclose using kiosks. KioskCom discloses the Dollar Rent A Car introduced the "DOLLAR® TRAVEL CENTER," an interactive kiosk providing helpful travel information for its customers at Atlanta, Ft. Lauderdale, Miami, Las Vegas and Los Angeles airports. The kiosks are conveniently located at the DOLLAR pickup and return areas at each airport. By touch, customers can make air, hotel and DOLLAR car rental reservations; obtain U.S. weather forecasts, driving

directions and event information; access personal Web-based e-mail accounts, as well as receive free Internet access and view the top headline news of the day, all at the interactive kiosk. Therefore, it would have been obvious to a person with ordinary skill in the art to modify Hertz in view of Avis as taught by KioskCom and use kiosks to provide point of sales at locations convenient to customers.

### ***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Art Unit: 3629

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Naresh Vig whose telephone number is 703.305.3372. The examiner can normally be reached on M-F 7:30 - 5:00 (Alt Friday off).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on 703.308.2702. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Naresh Vig  
May 3, 2004

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